

# REQUEST FOR PROPOSALS

## TOWING SERVICES



Borough of Conshohocken | 400 Fayette Street, Suite 200 | Conshohocken, PA 19428  
Ph: (610) 828-1092 | Fax: (610) 828-0920

Issue Date: Monday, August 26, 2019

**Responses Due by: Monday, September 23, 2019**

SECTION I: INTRODUCTION

The Borough of Conshohocken, located at 400 Fayette Street, Suite 200, Conshohocken PA 19428 is currently seeking proposals from a qualified service provider to provide Towing Services for the Borough of Conshohocken, hereafter referred to as “the Borough”. The successful service provider will work closely with the Borough of Conshohocken Police Department, Public Services Department and other Borough Departments to meet the Borough’s towing needs as set forth herein twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.

The Borough operates under a seven-member Council and Mayor form of government. The Borough Manager is the Chief Administrative Officer of the Borough. The Borough provides relatively extensive services to the community. These services include: police and fire protection; emergency medical aid; building safety regulations and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety; and full range of recreational programs. Departments in the Borough consist of the following: Office of the Borough Manager, Department of Public Services (Public Works, Licenses & Inspections, Emergency Management & Fire Services), Department of Administrative Services, Engineering and Land Development, Communications and Special Events, Community Development and Zoning, Recreation Services and Police Department. The Borough’s annual budget is approximately \$13 million.

SECTION II: SCOPE OF SERVICES AND MINIMUM TERMS OF TOWING AGREEMENT

It is the intent of the Request for Proposal to establish a contract with one service provider for towing services for the Borough of Conshohocken. The agreement will begin at 12:01 AM, the day after the Service Provider has been notified that the Agreement has been fully executed, and it will expire at 11:59 PM on the date three (3) years after commencing the contract. It is the intent of the Borough to develop a three (3) year agreement, but the Borough reserves the right to negotiate a different length of the agreement at its sole option. The minimum terms of the agreement are as set forth below. The agreement shall be memorialized between the parties in an Agreement for Towing and Impound Service Agreement.

1. The general scope of the service provider’s duties will be to tow and deliver vehicles and/or other property to the Borough Impound Lot or other location as directed by Borough staff. Vehicles to be towed will include but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, street sweepers, fire trucks, ambulances, off-road equipment, fully loaded tractor trailers, boats, RV’s motorcycles, and heavy equipment.
2. The service provider must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year.
3. The service provider will provide towing services for non-vehicular items as designated by the Borough of Conshohocken Police or other Borough department, i.e., ATM machines, safes, etc.
4. The service provider will conduct towing services as needed in connection with clearing motor vehicle accidents, impounding abandoned vehicles and enforcing motor vehicle traffic/parking violations.
5. The service provider will provide towing services as needed in connection to conducting criminal investigations. Vehicles will be towed the Conshohocken Police Department for evidence processing, etc. at no cost to victims or the Borough.
6. The service provider shall maintain complete up-to-date records related to each tow, and cooperate with an independent review of this program to be performed annually at the service provider’s expense

7. The service provider will invoice the Borough for costs of towing vehicles, detailing all towing charges within the parameters of the Borough of Conshohocken's Code of Ordinances and any other applicable laws.
  - a. Towing
    - i. Equipment
      1. The service provider must have available, at all times, a minimum of four (4) standard duty or heavier wreckers, including ownership of at least two wreckers having four wheel drive capability or otherwise being capable of use in all weather and off road conditions.
      2. The service provider must have access to and usability of a lowboy tilt trailer.
      3. The selected service provider will be expected to provide assigned personnel with any and all equipment necessary to complete the required scope of work.
    - ii. Authorization
      1. All tows must be authorized by an employee of the Borough.
      2. Scofflaw violations, all accidents, traffic hazards and stolen vehicle tows will be authorized for towing to an impound lot designated by the Borough or other location designated by the Borough employee requesting the tow.
      3. The fee schedules may also be used for towing any vehicle registered to the Borough of Conshohocken or otherwise under the custody and control of the Borough of Conshohocken to any location as authorized by Borough personnel.
      4. When the service provider chooses to perform a tow with a flatbed or heavy-wrecker tow truck where only a conventional tow was needed, the service provider shall assess the conventional tow cost only.
    - iii. Excessive Mileage Charge
      1. Any tows required of the service provider to or from a location in excess of five (5) miles outside the Borough limits may be charged at an hourly rate. Prior approval must be granted by the Borough.
    - iv. Response Time
      1. The awarded service provider must respond within 20 minutes. Failure to adhere to the started response time will be considered as non-performance on part of the service provider. Any changes in response time requirements can only be made in writing by the Chief of Police. The service provider will be responsible for meeting response times. Should the service provider demonstrate a chronic pattern of poor response times, and response delays have a negative effect on the delivery of Borough services and public safety, the service provider may be penalized financially, and/or the Borough shall otherwise have the right to terminate the agreement(s) between the parties, subject to the terms of the agreement(s). It will be the service provider's responsibility to have sufficient number of trucks available to perform Borough tows to insure that it achieves the response time requirements.
    - v. Cleanup of Debris and Fluids
      1. The service provider's personnel responding to the Borough's towing request are responsible for cleaning all accident-related debris and fluids at the scene. The scene must be swept clean.

- b. Storage Location

- i. The impound lot designated by the Borough or such other location designated by the Borough employee requesting the tow shall be used for Borough-ordered impounds. It is expected that part of the agreement to be entered into between the Borough and the service provider will include use of the service provider'. To the extent a storage location other than a location under the custody and control of the Borough is used, service provider shall be responsible for security of the storage location, for ensuring that towed vehicles are adequately protected from damage and vandalism, and for indemnifying the Borough for damages occurring while at any non-Borough storage area. Access to stored vehicles shall be provided seven days per week from 8:00 AM to 8:00 PM. Release of vehicles from storage shall not occur without the direction of an authorized Borough employee.
- c. Record Keeping and Financial Review
  - i. All reports and documentation provided by the service provider shall be property of the Borough.
  - ii. Awarded service provider must keep any information as deemed necessary by the Borough. All forms must be filled out completely, legibly and submitted in a timely fashion.
  - iii. The service provider shall maintain complete, up-to-date records of all vehicles towed at the request of the Borough. At a minimum, such records must contain the following information:
    - 1. Date and location of the tow
    - 2. Make, model and year of the vehicle towed
    - 3. Vehicle identification number of the vehicle towed
    - 4. License plate number and issuing state
    - 5. Total cost of each tow, with a breakdown of all costs
  - iv. The service provider must put any information required by the Borough on invoices being submitted. Invoices should be sent to the following:
    - 1. Borough of Conshohocken Police Department  
400 Fayette Street, Suite 100  
Conshohocken, PA 19428
- d. Other minimum terms of agreement(s)
  - i. Confidentiality
    - 1. All records and work product shall be regarded by the service provider as confidential. The service provider agrees not to divulge or release any information obtained in conjunction with any aspect of its performance under the agreement(s), except to authorize Borough personnel or upon prior written approval by the Chief of Police.
  - ii. Interpretation
    - 1. In the event of any dispute as to the interpretation of the terms of the agreement(s), the decision of the Borough Manager shall be final.
  - iii. Compliance with Laws
    - 1. The service provider shall fully obey and comply with all laws, ordinances, resolutions and administrative regulations, which are or should be applicable to any work performed under the agreement(s).
  - iv. Personnel
    - 1. The awarded service provider will do criminal background checks, upon request from the Borough on any/all employees or prospective employees at the awarded service provider's expense. A copy of the requested background check must be supplied to the Borough.
    - 2. The service provider shall represent that all its drivers operating tow equipment possess a valid driver's license with a "CDL" endorsement as is applicable and required for the vehicles. The service provider shall

- verify, semi-annually, that the licenses of its personnel are valid and current. The service provider shall keep such reports and records related to the verification at its place of business, and the Borough shall have the right to verify and inspect same.
3. The service provider shall insure that its personnel will display patience, tact and courtesy when dealing with persons claiming ownership of towed vehicles. The service provider shall not knowingly or negligently create situations that would cause unfavorable attitudes toward the Borough.

SECTION III: CONTENTS OF PROPOSAL

1. **Executive Summary:** Provide an Executive Summary of not more than two (2) pages detailing and substantiating why the company should be considered most qualified and be selected by the Borough to provide the services listed above.
2. **Contact Information:** Provide general information for the company including: name, address, office telephone number, office fax number, and email address of the principal individual contact responsible for the RFP response.
3. **Overview:** Provide general information about the history of the company, overview of qualifications pertinent to this RFP and demonstration of comparable services for other municipalities in Pennsylvania and Montgomery County.
4. **Understanding of the Scope of work:** Provide an understanding of the scope of work as described herein, and include a description of the company's experience working with Pennsylvania municipalities and how that relates to the ability to satisfy the scope of work.
5. **Schedule of Fees:** Provide a schedule of fees for towing services and impound to be performed in accordance with the RFP. The rate schedule shall include the fees for the following services:

Towing of cars & vehicles with a gross vehicle weight of:	Towing Fee Rate:	Daily Storage:
Class 1 - Light Duty - less than 6,000 lbs.	\$_____	\$_____
Class 2 - Light Duty - 6,001 - 10,000 lbs.	\$_____	\$_____
Class 3 - Medium Duty- 10,001 - 14,000 lbs.	\$_____	\$_____
Class 4 - Medium Duty - 14,0001 - 16,000 lbs.	\$_____	\$_____
Class 5 - Medium Duty - 16,001 - 19,500 lbs.	\$_____	\$_____
Class 6 - Medium Duty - 19,501 - 26,000 lbs.	\$_____	\$_____
Class 7 - Heavy Duty - 26,001 - 33,000 lbs.	\$_____	\$_____
Class 8 - Heavy Duty - 33,001 lbs. and over	\$_____	\$_____

6. **Project Schedule:** Provide a project schedule detailing all proposed tasks to be performed to meet the required milestones identified herein. The tentative schedule and target milestone dates are as follows (excludes monthly meetings to be scheduled in coordination with the selected service provider):

RFP Advertised	August 26, 2019
Proposal Due Date	September 23, 2019
Administration Evaluation of Proposals	September 27, 2019
Proposer Interviews if selected (mandatory)	October 2, 2019
Council to consider authorizing award of proposal	TBD
Contract Awarded	TBD

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7. **Sub-contractors:** Explain in detail the portion of work to be performed by a subcontractor. The subcontractors must be identified in writing in the Proposal, together with all information including the qualification, organizational structure and other background material necessary to the Borough to determine whether the subcontractor is qualified to assist the service provider with towing services.
8. **References:** Provide at least five (5) references for clients for which the company has provided towing services within the last five (5) years. Include contact names, titles, phone numbers and email addresses.

### SECTION IV: TIMELINE AND SUBMISSION PROCEDURES

Copies of the request for proposals are available at Conshohocken Borough Hall located at 400 Fayette Street, Suite 200, Conshohocken, PA 19428, and the office hours are 8:30 AM to 4:30 PM Monday through Friday. Copies of the RFP are also available on the Borough website ([www.conshohockenpa.gov](http://www.conshohockenpa.gov)).

Qualified applicants shall submit one (1) original copy in a sealed envelope and one (1) electronic copy via email or flash drive to:

Borough of Conshohocken  
Attn: Stephanie Cecco, Borough Manager (c/o Brittany Rogers)  
400 Fayette Street, Suite 200  
Conshohocken, PA 19428  
Email: [scecco@conshohockenpa.gov](mailto:scecco@conshohockenpa.gov) ([brogers@conshohockenpa.gov](mailto:brogers@conshohockenpa.gov))

**Proposals shall be stamped received no later than 4:00 PM on September 23, 2019**

### SECTION V: SELECTION PROCESS

Proposals submitted by the deadline and deemed complete will be evaluated by Borough Administration. Any businesses submitting a proposal may be required to provide additional detailed information. Borough Administration will interview the most qualified company. The award of contract will be at the sole discretion of the Borough Administration. Proposals will be evaluated on a variety of factors including, but not limited to, the following:

- Relevant experience and company qualifications.
- Relevant experience and qualifications of key personnel.
- Satisfactorily completed similar scopes of work.
- Cost

### SECTION VI: GENERAL ADMINISTRATIVE REQUIREMENTS & CONDITIONS

#### **Confidentiality**

The service provider agrees that any information derived from or on behalf of the Borough, whether proprietary or not, made known to or discovered by the service provider in connection with the RFP or during the performance of any contract resulting thereof will be kept confidential and not be disclosed to any person, unless released by the Borough.

#### **Conflict of Interest**

The service provider, by submission of a proposal to the RFP, agrees that it presently has no interest and shall not have any interest, direct or indirect which would conflict in any manner with the performance of



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the services required under the RFP. Without limitation, the service provider represents to and agrees with the Borough that the service provider has no conflict of interest between providing the Borough with services hereunder and interest the service provider may have with respect to any other persons or entity (including, but not limited to, any federal or state regulatory agency) which has any interest or potentially adverse to the Borough.

### **Monitoring and Review**

The service provider's work shall be subject to monitoring and review by the Borough. Where the service provider's work is unsatisfactory, it shall be corrected by the service provider at the direction of the Borough and at no additional cost to the Borough.

### **Assignment and Subcontracting**

Any contract awarded under the RFP shall strictly be enforced to adhere to the Borough's guidelines. All assignees and subcontractors shall be held to the same confidentiality as the awarded service provider and shall be considered by the Borough to be part of the service provider's organization.

### **Terms of Professional Agreement**

The service provider will comply with the terms of the Borough's Agreement for Towing and Impound Service Agreement. The minimum terms of agreement are as set forth in Section II. The agreement between the Borough and service provider shall not be effective until fully executed by both parties, subject to all prerequisite authorization for execution of same (e.g. vote of Borough Council).

## **SECTION VII: ADDITIONAL REQUIREMENTS**

### **Indemnification**

The selected service provider shall defend, indemnify and hold harmless the Borough, its officers, agents and employees and all claims and costs of any nature whether for personal injury, property damage or any other liability arising out of or in any way connected with the negligent acts or omissions perpetrated by employees of the service provider.

### **Insurance**

Provide a description of the company's insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services described herein and must include at a minimum, general liability insurance coverage and professional liability insurance coverage. Include insurance certificates summarizing such insurance coverage.

### **Right of Refusal**

The Borough reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The Borough reserves the right to add or deduct any specific requirements and associated costs from the selected proposal.

### **Questions**

Questions may be addressed to:

Superintendent George Metz  
Borough of Conshohocken Police Department  
400 Fayette Street, Suite 100  
Conshohocken, PA 19428  
gmetz@conshohockenpd.org